



Safety is for life.™

General Terms and Conditions of Purchase

Date: 25.05.2023

1 Scope of application

- 1.1 The following General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") of REMBE® GmbH Safety+Control (hereinafter referred to as "Buyer"), Gallbergweg 21, 59929 Brilon, Germany, represented by the managing director Stefan Penno, MBP BA IBA, shall apply to all contracts concluded between the Buyer and the Seller for the delivery of goods. They shall also apply to all future business relations, even if they are not expressly agreed again.
- 1.2 Other terms and conditions - as far as they are not specified in the order - shall not become part of the contract, even if the Buyer does not expressly object to them. These GTCP shall also apply if the Buyer accepts delivery without reservation in the knowledge that the Seller's terms and conditions conflict with or deviate from its GPC.

2 Offer and Conclusion of Contract

- 2.1 All agreements made between the Buyer and the Seller in connection with the purchase contracts at the time of conclusion of the contract shall be set out in full in text form in the purchase contracts, these GTCP and the Buyer's orders. The employees of the Buyer are not authorized to place orders orally or to make agreements orally that deviate from the agreements made in writing at the time of conclusion of the contract.
- 2.2 Calculations, drawings, plans and other documents provided by the Buyer remain the property of the Buyer, who reserves all copyrights to these documents. The Seller may not pass these documents on to third parties without the Buyer's consent in text form. If the Seller does not accept the Buyer's offers, these documents shall be returned to the Buyer without delay. Brochures, plans and other documents describing the goods or the product provided by the Seller may also be used by the Buyer free of charge for third parties, e.g. for the Buyer's own advertising or further offers. In this context, the Seller shall indemnify the Buyer against any claims of third parties based on copyright or other industrial property rights, unless the Seller proves that it is not responsible for the infringement.

3 Terms of payment

- 3.1 The price quoted by the Buyer in the order shall be binding and shall apply FCA unless otherwise agreed between the parties. If the Buyer has agreed to bear the transport costs, the Buyer shall be entitled to choose the transport company itself and freely. Packaging costs are included in the price. The price shall be inclusive of the statutory value added tax applicable at the time. All invoices of the Seller shall show the order number specified by the Buyer.
- 3.2 A claim for payment by the Seller shall require that the Buyer receives a proper and complete supplier's declaration prepared by the Seller in accordance with the requirements of Section 11 of the GTCP for the ordered goods in due time or that the Buyer expressly waives a supplier's declaration.
- 3.3 Unless otherwise agreed in text form with the Seller, the Buyer shall pay within 14 working days, calculated from receipt of the invoice and receipt of the goods including all agreed documents, with a 3% discount or within 30 days without deduction.
- 3.4 The Buyer shall be fully entitled to the statutory rights of set-off and retention. He is entitled to assign all claims arising from the purchase contract without the consent of the seller. The Seller shall not be entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of the Buyer. Section 354a para. 1 of the German Commercial Code (HGB) remains unaffected.

4 Delivery and Performance time

- 4.1 The delivery period or delivery date specified by the Buyer in the order shall be binding on the Seller and must be complied with. As soon as it becomes apparent to the Seller that the promised or agreed date cannot be met, the Buyer shall be notified of this delay in text form without undue delay, stating the reasons. Claims of the Buyer due to delay shall remain unaffected.
- 4.2 If the Seller is in default with the delivery, the Buyer shall be entitled to the statutory claims. If the Buyer asserts claims for damages, the Seller shall be entitled to prove that it is not responsible for the breach of its contractual obligation. The Buyer expressly draws the Seller's attention to the fact that a delay in delivery for which the Seller is responsible may lead to substantial claims for damages, since the goods are intended, for example, for installation in a larger technical system or for the creation of extensive hardware, and contractual penalties have been agreed between the Buyer and its customer, for example, in the event of failure to complete the goods on time, or claims for damages may be asserted by the Buyer in the event of failure to complete the goods on time on the grounds of loss of use, loss of business or interruption of business, etc. Such claims may be limited in amount. Such claims may be quite sensitive in terms of their amount and may exceed the respective order value quite considerably.
- 4.3 If the Seller is in default with the performance of the service, it shall be obliged to pay a contractual penalty in addition to the performance of the service. The amount of the contractual penalty is agreed to be 0.2% per working day, up to a maximum of 5% of the net order value of the delayed goods or services. Further claims for damages of the Buyer shall remain unaffected, in particular the passing on of contractual penalties and claims for damages of its customer against the Buyer. The contractual penalty shall be credited against further claims for damages. The Buyer shall be entitled to reserve the right to claim the contractual penalty until the final invoice has been settled.

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5 Liability for defects, obligation to give notice of defects

- 5.1 The Buyer shall be obliged to inspect the subject matter of the contract for quality, defects and deviations in quantity within a reasonable period of time after delivery by the Seller and to notify the Seller of any defects within a reasonable period of time. The notice of hidden defects shall be deemed timely if it is received by the Seller within 10 working days from their discovery.
- 5.2 The Buyer shall be entitled to the statutory defect rights against the Seller without restrictions. Any deviating provisions of the Seller, in particular with regard to the limitation periods and the right to claim damages, shall not be recognized by the Buyer. The Seller shall be obliged to reimburse the Buyer for the expenses incurred by the Buyer in remedying the defect and the consequential costs thereof, exceptionally without the Buyer having previously set the Seller a reasonable deadline for subsequent performance, if this is an emergency measure that cannot be postponed or if the expiry of a deadline for remedying the defect threatens to cause significantly greater damage than would have been the case if the Buyer had immediately undertaken to remedy the defect.
- 5.3 If the defective product has been used or installed in a building or a technical installation before the defect became apparent, the Seller shall also bear all necessary costs associated with the removal and reinstallation. In addition, the Seller shall be obliged to compensate for all damage caused by the defect (including consequential damage caused by the defect). The latter shall not apply if the Seller proves that it is not responsible for the defect.
- 5.4 The limitation period for claims for defects shall be 36 months from delivery or, if the requirements of § 438 para. 1 no. 2 b) BGB are met, 5 years plus 3 months. The limitation provision in § 445b BGB shall remain unaffected.

6 Product Liability of the Seller

- 6.1 If a claim for damages is asserted against the Buyer by a third party due to a product fault for which the Seller is responsible, the Seller shall indemnify the Buyer against all claims of third parties, including the necessary costs of defence against such claims, if the Seller has set the cause within its sphere of control and organization and is liable itself vis-à-vis the third party.
- 6.2 If the Buyer has to carry out a recall action and/or remove the defective or faulty product due to a case of damage within the meaning of paragraph 1 for reasons for which the Seller is responsible, the Seller shall be obliged to reimburse the Buyer for all expenses arising from or in connection with the recall action/dismantling etc. carried out by the Buyer. The Buyer shall, insofar as it has the opportunity and it is reasonable in terms of time, inform the Seller of the content and scope of the recall/dismantling and request it to make a statement. Further legal claims of the Buyer shall remain unaffected.

7 Retention of title

- 7.1 All parts (reserved goods) and tools provided by the Buyer shall remain the property of the Buyer. If the Seller undertakes any processing or transformation, this shall be done on behalf of the Buyer. If the reserved goods of the Buyer are processed with items not owned by the it, the Buyer shall acquire co-ownership of the newly created item in the ratio of the value of the reserved goods supplied by him to the other processed items at the time of processing. The same shall apply if an item provided by the Buyer is inseparably mixed with other items not belonging to the Buyer. If, after the mixing, the Seller's item is to be regarded as the main item, the Seller undertakes to transfer to the Buyer the pro rata co-ownership. In any case, the Seller shall keep the goods solely owned and/or co-owned by the Buyer for the Buyer.
- 7.2 If the Seller requires samples, templates, drawings, documentation, tools, etc. for the execution of our order, these must be requested from the Buyer in text form. Documents etc. provided to the Seller for the execution of the order shall remain the property of the Buyer. They must be stored carefully and free of charge. They may only be made accessible to third parties for the contractually agreed purpose. The Buyer reserves all rights to its documents as well as to documents produced according to its specifications and to processes developed by the Buyer. Tools, even if only partially paid for by the Buyer, may only be reworked with the written consent of the Buyer. After fulfilment of the respective contract, the Seller shall immediately return them to the Buyer at the Seller's own expense.

8 Rights of use

- 8.1 The Seller shall transfer to the Buyer the exclusive, temporally, spatially and contentwise unrestricted, transferable and (also in several stages) sub-licensable right of use to all contractual services, including drafts, preliminary developments, software and the underlying source code, for the use of the service in all types of use known and unknown at the time of conclusion of the contract. In particular, the Buyer shall be permitted to reproduce, distribute, publicly reproduce, edit and further develop the Services for use in accordance with the contract. The right of use shall also include the right to processing and further development by third parties for the Buyer, in particular for the purpose of establishing interoperability with neighbouring systems and programs.
- 8.2 The Buyer shall be entitled to decompile software contained in the subject matter of the contract within the limits of Section 69e of the German Copyright Act (UrhG). Upon written request, the Seller shall provide the Buyer with all data and information required to establish interoperability with other hardware and software.
- 8.3 License provisions of third party suppliers which are to apply in connection with the subject matter of the contract shall be supplied to the Buyer in full together with the offer for the software prior to the conclusion of the contract.

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9 Rights of third parties

If a claim is made against the Buyer by a third party because the delivery of the Seller infringes a statutory property right of the third party, the Seller undertakes to indemnify the Buyer against the claims, including all necessary expenses incurred by the Buyer in connection with the claim by the third party and its defence. This shall not apply if the Seller proves that it is not responsible for the infringement of the property right. The limitation period for these claims for indemnification shall be 3 years, calculated from the date on which the Buyer became aware of the claim by the third party.

10 Documentation

If certificates and documentation (e.g. in accordance with EN 10204) and comparable documents are owed, the contract shall only be deemed to have been fulfilled when these have been received by the Buyer in full. This shall also apply to protocols of any kind, which in turn shall be signed off by the Buyer's sub-supplier or customer.

11 Proof of origin, Export control

- 11.1 All orders shall preferably be directed only to products which are originating goods within the meaning of the preferential agreements of the European Community. The Seller shall provide the Buyer with the required legally binding proofs of origin (supplier's declaration with originating status, declaration of origin on the invoice, movement certificate) at the latest upon delivery at its own expense. Furthermore, upon request, the Seller shall be obliged to prove the originating status in the aforementioned sense by submitting information sheets INF 4 confirmed by the customs office responsible for the Seller. If general indications of origin, e.g. „European Community“, are used in these certificates, the national origin (e.g. Germany) shall also be shown.
- 11.2 If, during the period of validity of a long-term supplier's declaration, the Seller deviates from his declaration with a delivery, he undertakes to notify the Buyer of the changes not only by reference on his invoice but also in the form of a written communication (double notification obligation).
- 11.3 The Seller is obliged to inform the Buyer immediately after receipt of the binding order in a separate written declaration as well as in the relevant business documents (e.g. purchase contract, order confirmation, delivery bill, packing list, pro-forma invoice, invoice, dispatch bill) about the licensing requirements according to the EU Dual-Use Regulation, the Foreign Trade and Payments Act (AWG) or the Foreign Trade and Payments Ordinance (AWV), the War Weapons Control Act (KrWaffKontrG), the Implementing Act to the Chemical Weapons Convention (CWÜAG) or the EU Anti-Torture Regulation. This declaration must also state the specific list item under which the goods are listed in the annexes of the above-mentioned legal provisions. It must be stated whether the goods or their components (stating the percentage of value of the goods to be delivered) are covered by the US Commerce Control List (CCL) (stating the specific Export Control Classification Number (ECCN)) or are otherwise subject to the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR) of the USA.
- 11.4 Failure to comply (in due time) or defective compliance with the obligations to provide evidence, certification and/or notification pursuant to Clause 11 (1) to (3) of the GTC shall constitute a breach of duty by the Seller giving rise to a claim for damages. In particular, the Seller shall be obliged to compensate the Buyer for all damages resulting from a late or non-submission of proofs of origin or from incorrect information in these documents as well as from an incorrect or late supplier's declaration or proof of preference. The Seller shall have the right to prove that it is not responsible for the violation of the obligations to provide proof, to certify and/or to notify according to clause 11 (1) to (3) of the GTC.

12 Quality Assurance

Within the scope of the certifications, the Seller shall permit the auditing of its operation by an employee of the Buyer or an expert appointed for this purpose.

13 Delivery Conditions

Delivery shall be made at the expense and risk of the Seller. If the Buyer has agreed to pay shipping and packaging costs, these shall be shown separately on the invoice. Shipment by parcel service is to be initiated automatically when the goods are ready for shipment; in the case of larger weights, a transport company is to be commissioned in coordination with the Buyer when the goods are ready for shipment or the routing order is to be taken into account. The conclusion of a separate transport insurance shall be effected by the Buyer if necessary.

Partial deliveries require the prior written consent of the Buyer.

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14 Confidentiality of documents

The Seller is obliged to treat all documents handed over to the Seller by the Buyer as confidential. They may only be passed on to third parties with the prior consent in text form of the Buyer. Planning documents, drawings and technical calculation documents provided by the Buyer remain the property of the Buyer and may only be changed or used for purposes other than the purpose of the contract by the Buyer or with the prior consent of the Buyer given in text form. In particular, the Seller is obliged not to disclose business secrets, especially process engineering data of REMBE® products, to third parties.

15 Data protection

The personal data - hereinafter the „DATA“ - collected within the scope of the order processing and business relationship - hereinafter the „PURPOSES“ - shall be processed by REMBE® as far as necessary to achieve the PURPOSES mentioned above.

Insofar as necessary for the above-mentioned PURPOSES, the data may be forwarded to companies affiliated with REMBE® pursuant to Section 15 of the German Stock Corporation Act (AktG) - hereinafter collectively the „REMBE® GROUP“. The REMBE® GROUP also processes the DATA exclusively for the fulfilment of the PURPOSES. The legal basis for this is in each case Art. 6 para. 1 p. 1 lit. b GDPR. In cases where the forwarding of the DATA to companies of the REMBE® GROUP is not necessary for the performance of the PURCHASES in the sense of data protection law, the forwarding shall be carried out in compliance with the data protection law requirements on the basis of a legitimate interest pursuant to Art. 6 para. 1 sentence 1 lit. f GDPR. Furthermore, REMBE® carries out statistical evaluations for the purpose of market research; this also represents a legitimate interest of the REMBE® GROUP.

In all other respects, reference is made to the REMBE® data protection declaration available at www.rembe.de/en/privacy-policy protection declaration.

16 Business Conduct

16.1 Code of conduct for suppliers

The Seller is obliged to comply with all applicable statutory provisions as well as with the Code of Conduct for Suppliers, which can be viewed and downloaded on the internet at www.rembe.de. If the technical requirements are not met, the Code of Conduct will be made available upon request. The Code of Conduct for Suppliers specifies the minimum standards to be complied with. The Buyer may amend the Supplier Code of Conduct in the event of changes in relevant legal, regulatory or institutional requirements, case law or ethical business principles. Within the framework of a current contract, Buyer shall inform Seller of any changes or amendments to the Supplier Code of Conduct at least one month in advance.

16.2 Legal consequences in the event of violation

If the Seller breaches an obligation under the Code of Conduct for Suppliers of the Buyer pursuant to (1), the Buyer shall be entitled to rescind or, insofar as it concerns a continuing obligation or a contract for work and services, to terminate the contract affected by the breach with immediate effect without observing a notice period if the Buyer cannot reasonably be expected to continue the contract due to the breach. In the case of a breach capable of remedy which is not so fundamental that immediate termination of the contract appears to be required, rescission or termination shall be subject to the prior unsuccessful setting of a reasonable period of grace. Further claims and rights remain unaffected.

17 Applicable law, place of performance, place of jurisdiction and arbitration agreement

17.1 The place of performance and exclusive place of jurisdiction for deliveries and payments as well as for all disputes arising between the parties from the contracts concluded between them shall be the Buyer's registered office, provided that the Seller has its registered office within the EU, in Switzerland or within the European Economic Area.

If the Seller has its registered office outside the EU, Switzerland and the European Economic Area, the parties shall, in derogation thereof, agree as follows: All disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator in case of a value in dispute of up to EUR 100,000.00 or by three arbitrators appointed in accordance with these Rules in case of a value in dispute of more than EUR 100,000.00. The place of arbitration shall be Düsseldorf, Germany.

17.2 The relations between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany. The provisions of the UN Sales Convention shall not apply.

17.3 In the event of linguistic ambiguities with regard to translations of the GTCP or in the event of other cases of doubt and problems of interpretation, the German text version shall be ultimately binding.

17.4 Should any provision of these GTCP be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the General Terms and Conditions of Purchase. Instead of the invalid provision, the corresponding statutory provision shall apply.

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